



REQUEST FOR PROPOSAL (RFP)

47QSCC20R0001

Commercial e-Marketplace Acquisition

October 1, 2019

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 32	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE See Block 31C		4. ORDER NUMBER		5. SOLICITATION NUMBER 47QSCC20R0001	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Dominic Lackey		b. TELEPHONE NUMBER (No collect calls) 202-501-2272		6. SOLICITATION ISSUE DATE 10/01/2019	
9. ISSUED BY General Services Administration Federal Acquisition Service Office of Acquisition Management Internal and Emergency Acquisition Division 1800 F Street NW, Washington, DC 20405-0001				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO See continuation pages				16. ADMINISTERED BY See Block 9			
17a. CONTRACTOR/ OFFEROR		18a. PAYMENT WILL BE MADE BY		See continuation pages			
TELEPHONE NO.				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	E-marketplace contract awarded by the U.S. General Services Administration						
				(Use Reverse and/or Attach Additional Sheets as Necessary)			
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED							
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

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PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

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(B) SF 1449 CONTINUATION

B.1 SCHEDULE OF SUPPLIES/SERVICES - CONTINUED

The U.S. General Services Administration (GSA) has a requirement for contractors to provide commercial e-marketplace platforms that can provide business-to-business (B2B) e-commerce capabilities for Federal agencies using the Government Purchase Card (GPC) for the purchase of commercial off-the-shelf (COTS) items. This acquisition is based upon the authority in Section 846 of the 2018 National Defense Authorization Act (NDAA), Pub L. 115-91, and is intended to result in two or more no-cost contracts with commercial e-marketplace providers, each with a period of performance of one-year with two one-year option years. GSA reserves the right to award as many contracts as determined appropriate by the Contracting Officer.

In line with B2B e-commerce practices, items sold to Government agencies through the awarded contracts are to be provided at commercial B2B pricing or better.

(C) CONTRACT CLAUSES

United States law will govern and apply to resolve any claim of breach under this contract.

C.1 FAR CLAUSES APPLICABLE TO THE CONTRACT

- **52.203-13** Contractor Code of Business Ethics and Conduct
- **52.203-19** Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
- **52.204-13** System for Award Management Maintenance
- **52.204-21** Basic Safeguarding of Covered Contractor Information Systems
- **52.204-23** Prohibition on Contracting for Hardware, Software, and Service Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)
- **52.204-25** Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)
- **52.208-9** Contractor Use of Mandatory Sources of Supply or Services
- **52.209-10** Prohibition on Contracting with Inverted Domestic Corporations
- **52.209-12** Certification Regarding Tax Matters
- **52.209-6** Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
- **52.212-5** Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (DEVIATION)
- **52.217-9** Option to Extend the Term of the Contract
- **52.219-28** Post Award Small Business Program Representation
- **52.222-3** Convict Labor
- **52.222-17** Non-displacement of Qualified Workers
- **52.222-19** Child Labor—Cooperation with Authorities and Remedies
- **52.222-21** Prohibition of Segregated Facilities
- **52.222-26** Equal Opportunity
- **52.222-40** Notification of Employee Right Under the National Labor Relations Act
- **52.222-50** Combating Trafficking in Persons with Alternate I

- **52.222-54** Employment Eligibility Verification
- **52.222-55** Minimum Wages Under Executive Order 13658
- **52.222-56** Certification Regarding Trafficking in Persons Compliance Plan
- **52.222-62** Paid Sick Leave Under Executive Order 13706
- **52.224-3** Privacy Training
- **52.225-13** Restrictions on Certain Foreign Purchases
- **52.226-3** Restrictions on Certain Foreign Purchases
- **52.226-4** Notice of Disaster or Emergency Area Set Aside
- **52.226-5** Restrictions on Subcontracting Outside Disaster or Emergency Area
- **52.232-29** Terms for Financing of Purchases of Commercial Items
- **52.232-30** Installment Payments for Commercial Items
- **52.233-3** Protest After Award
- **52.233-4** Applicable Law for Breach of Contract Claim
- **52.239-1** Privacy or Security Safeguards
- **52.247-64** Preference for Privately Owned US Flag Commercial Vessels
- **52.212-4** Contract Terms and Conditions – Commercial Items (DEVIATION)

(a) *Disputes.* This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(b) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(c) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(d) *Payment.*—

(1) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C.3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(2) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(3) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(4) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (d)(4)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(e) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(f) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(g) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(h) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Disputes, Payments, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements—Unenforceable Clauses provision.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(i) Unauthorized Obligations.

- (1) Except as stated in paragraph (i)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in [502.101](#)) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or

liability that would create an Anti-Deficiency Act violation ([31 U.S.C. 1341](#)), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (i)(1) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(j) Incorporation by reference. The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(k) Commercial supplier agreements unenforceable clauses. When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in [502.101](#)), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, “this agreement” means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) *Applicability.* This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR 12).

(ii) *End user.* This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes.* This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance.* The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in paragraph (a) (Disputes).

(v) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) Updating terms.

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms: if they are not material. A material change is defined as:

(1) Terms that change Government rights or obligations;

(2) Terms that increase Government prices;

(3) Terms that decrease overall level of service; or

(4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement license terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) *No automatic renewals.* If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its

current term without prior express consent by an authorized Government representative.

(viii) *Indemnification.* Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with [28 U.S.C. 516](#).

(ix) *Audits.* Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) This charge, if disputed by the ordering activity, will be resolved in accordance with paragraph (a) (Disputes) of this clause; no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) *Taxes or surcharges.* Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) *Non-assignment.* This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval.

(xii) *Confidential information.* If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (j)(1), the language, provisions, or clause of paragraph (k)(1) shall prevail to the extent of such inconsistency.

C.2 GSAR CLAUSES APPLICABLE TO THE CONTRACT

- **552.203-71** Restriction on Advertising
- **552.204-70** Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
- **552.215-70** Examination of Records by GSA
- **552.252-6** Authorized Deviations in Clauses

C.3 TERMS APPLICABLE TO PLATFORM PURCHASES BY GOVERNMENT USERS

The contractor will ensure that the text of **Attachment 1** is included in the platform screen immediately preceding the conclusion of a purchase through a “click-accept” or “pop-up” or another appropriate mechanism requiring an affirmative response, and that such text is included in the audit trail for each purchase.

Additionally, GSA has determined the following FAR clauses will apply to orders under the micro-purchase threshold placed by the Government through the e-marketplace platforms. In its agreements with each e-marketplace platform vendor, supplier, subcontractor, or any other entity conducting business associated with the e-marketplace platform, the contractor will obtain the e-marketplace platform vendor’s, supplier’s, subcontractor’s, or other entity’s agreement to abide by the clauses:

- [52.223-11](#) Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons
- [52.223-12](#) Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners
- [52.223-13](#) Acquisition of EPEAT®-Registered Imaging Equipment
- [52.223-14](#) Acquisition of EPEAT®-Registered Televisions
- [52.223-16](#) Acquisition of EPEAT®-Registered Personal Computer Products
- [52.223-18](#) Encouraging Contractor Policies to Ban Text Messaging While Driving
- [52.223-20](#) Aerosols
- [52.223-21](#) Foams

C.4 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM

A contract will be established with contractors holding one of the below North American Industry Classification System (NAICS) in the System for Award Management (SAM):

NAICS 425110: B2B Electronic Markets

****To be considered eligible for award, the contractor's SAM account shall reflect the above NAICS prior to award.**

C.5 PERIOD OF PERFORMANCE

The Period of Performance (PoP) of the contract will be for a one-year base period from date of award, with two (2) one-year option periods. The Contracting Officer (CO) may exercise an option period only after conducting an annual evaluation in accordance with FAR subpart 17.207-Exercise of Options. Option exercise is not guaranteed.

The anticipated PoP is as follows:

Base Period:	Date of Award (DoA) through - one year
Option Period 1:	One year from expiration of the Base Period through - one year
Option Period 2:	One year from expiration of Option Period 1 through - one year

C.6 OPEN SEASON

The Government intends to award multiple contracts from this solicitation. In order to maintain and ensure an adequate number of contractors, in accordance with 2018 NDAA Section 846, GSA intends to periodically review the total number of contractors holding a contract and determine whether it would be in the Government's best interest to initiate an open season to add new contractors to the program. An open season is not guaranteed.

If GSA determines that it would be in the Government's best interest to issue an open season solicitation to add new contractors, the GSA CO may do so at any time. Contractors may submit a proposal in response to the open season solicitation, which would be issued on FBO.gov. The terms of the solicitation and the resulting awards, if any, will be materially the same as the existing contracts. Contractors may not hold multiple contracts under this program.

C.7 CONTRACT ADMINISTRATION

If, during contract performance, a contract holder does not meet the requirements and deliverables of the program, it is the Government's intent to remove the contractor by exercising one of the following rights:

- (a) Permitting the contract to expire instead of exercising the option; or
- (b) Exercising the Termination for Convenience clause per FAR 52.212-4; or
- (c) Exercising the Termination for Cause, per FAR 52.212-4; or
- (d) Any other action permitted by law.

C.8 RESTRICTION ON CONTRACTOR'S USE OF DATA

Performance of this contract may require the Contractor to access and use data and information that is proprietary to a Government agency or Government contractor and of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the

interests of the Government and/or others. Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorized Government personnel or upon written approval by the GSA Contracting Officer. The contractor shall not use, disclose, or reproduce proprietary data that was developed or obtained under this e-marketplace platform contract and/or bears a restrictive legend, other than as required in the performance of this effort.

Per Section 838 of the John S. McCain NDAA for Fiscal Year 2019 (Pub. L. 115-232), the e-marketplace platform providers shall, "...agree not to use, for pricing, marketing, competitive, or other purposes, any information, including any Government- owned data, such as purchasing trends or spending habits, related to a product from a third-party supplier featured on the commercial e-commerce portal or the transaction of such product, except as necessary to comply with the requirements of the program established in subsection."

C.9 CYBERSECURITY COMPLIANCE

Commercial e-marketplace platforms under this contract shall be compliant with the Payment Card Industry Data Security Standard (PCI DSS) 3.2 (or latest version). Offerors are advised to be compliant with other widely accepted control frameworks including Service Organization Control (SOC) 1, 2, and 3; and, International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) ISO/IEC 27001:2013, 27017:2015, 27018:2014, and ISO/IEC 9001:2015, as applicable.

Offerors providing any customized value added services (e.g., applications, tools, dashboards, etc.) that are not already widely available to the public, shall identify those services in the proposal. If these services are approved by the CO, the value added services that are developed uniquely for this contract are subject to Federal Security requirements as defined in GSA IT Security Procedural Guide, CIO-IT Security 09-48, Security and Privacy Requirements for IT Acquisition Efforts [Rev. 4] 01/25/2018 (and any future update of the guide), BEFORE they can be used. The specific set of information security requirements will depend on the value added services in question, the FIPS 199 impact level of the data, and the service/application delivery model (i.e., cloud or on-premises).

C.10 INSPECTION

The Contractor is responsible for delivering services in accordance with the requirements in the SOO. The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

The CO may delegate surveillance and oversight responsibilities to the COR and other authorized Government personnel at the CO's discretion.

(D) CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Solicitation Exhibits Incorporated into Final Contract

Attachment 1 – “Platform Provider Click-Through Text” Language

Attachment 2 – Ordering Procedures for Commercial e-Marketplace Acquisition

Solicitation Exhibits Not Incorporated into Final Contract

Attachment 3 – Statement of Objectives (SOO)

Attachment 4 – E-Marketplace Platforms with B2B Capabilities – Prospective Offeror Requirements

Attachment 5 - Live Test Demonstration (LTD) Guidance

(E) SOLICITATION PROVISIONS

E.1 Provisions Incorporated by Reference

- **FAR 52.212-3** Offeror Representations and Certifications -- Commercial Items (DEVIATION)
 - (b) Annual Representations and Certifications
 - (c) Small Business Representations
 - (d) Representations required to implement provisions of Executive Order 11246
 - (e) Certification Regarding Payments to Influence Federal Transactions
 - (h) Certification Regarding Responsibility Matters
 - (i) Certification Regarding Knowledge of Child Labor for Listed End Products
 - (l) Taxpayer Identification Number
 - (m) Restricted business operations in Sudan
 - (n) Prohibition on Contracting with Inverted Domestic Corporations
 - (o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran
 - (q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law
 - (t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals
 - (u) Addressing Internal Confidentiality Agreements
- **52.216-27** Single or Multiple Awards
- **52.217-4** Evaluation of Options Exercised at Time of Contract Award
- **52.217-5** Evaluation of Options
- **GSAR 552.252-5** Authorized Deviations in Provisions

E.2 Provisions Incorporated by Full Text

- **FAR 52.212-1** Instructions to Offerors -- Commercial Items (DEVIATION)
 - (a) NAICS/ business size
 - (b) Submission of offers

Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) “Remit to” address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3](#)(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers

(f) Late submissions, modifications, revisions, and withdrawals of offers

If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(g) Contract award

(j) Unique entity identifier (52.204-13)

- **FAR 52.204-7 System for Award Management (Oct 2018)**

(a) Definitions. As used in this provision—

- “Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award

Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

- “Registered in the System for Award Management (SAM)” means that—
 - (1) The offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into SAM
 - (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;
 - (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
 - (4) The Government has marked the record “Active”.
- “Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) SAM Registration/Unique Entity Identifier

- (1) An offeror is required to be registered in SAM when submitting an offer or proposal, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the offeror is registered in the SAM.

(c) If the offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Trade style, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state, and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

- **52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)**

(a) Definitions. As used in this provision—

“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Representation. The Offeror represents that—

It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) Disclosures. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

- **FAR 52.214-34 Submission of Offers in the English Language (Apr 1991)**

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

- **FAR 52.217-8 Option to Extend Services**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the last option period.

- **FAR 52.216-1 Type of Contract (Apr 1984)**

The Government intends to award two or more No-Cost contracts.

- **GSAM 552.217-71 Notice Regarding Option(s) (Nov 1992)**

GSA has included an option to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the contractor, in writing, by the CO or designated representative. When deciding whether to exercise the

option, the CO will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

- **Mandatory Sources**

Priorities for use of mandatory Government sources requirements in the Federal Acquisition Regulation, particularly FAR 8.002, FAR 8.004, and FAR 8.005, shall apply to all purchases made on the e-commerce marketplace platforms.

E.3 ADDENDUM TO FAR 52.212-1: ADDITIONAL INSTRUCTIONS TO OFFERORS

E.3.1 Period for Acceptance of Offers

The offeror agrees to hold its offer firm for 90 calendar days from the date specified for receipt of offers, within which the offer may be accepted.

E.3.2 Disposition of Offers

GSA will retain an electronic copy of all proposals (both successful and unsuccessful) for the official contract file. Proposals will not be returned to offerors.

E.3.3 Non-Government / Government Consultant/Advisors

The Government may employ individual technical consultant(s)/advisor(s) from firms under contract with GSA or other Government agencies to read and advise on portions of the written proposals as well as any Live Test Demonstration (LTD).

These technical consultant(s)/advisor(s) and their firms will sign Non-Disclosure Agreements (NDAs) prior to receiving any source selection information or contractor bid or proposal information. In addition, these technical consultant(s)/advisor(s) are subject to Organizational Conflict of Interest (OCI) notification requirements and are restricted from being a contractor, subcontractor, or teaming partner in response to this solicitation in any capacity. These representatives will not, under any circumstances, be used as voting evaluators. However, the Government may consider the advice provided in its evaluation process.

E.3.4 Communications/Discussions

The Government may need to communicate with offerors after receipt of proposals. Communications will be in the form of a written Evaluation Notice (EN). Page format and limitations may be placed on responses to ENs in the event an EN is issued. Responses to ENs shall comply with all instructions outlined in the EN and be sent electronically (i.e., via e-mail) to Dominic.Lackey@gsa.gov and Sarah.Duncan@gsa.gov, unless otherwise noted.

Any pre-award communication by the Government, whether written or oral, shall not be interpreted as a promise that an award will be made. The Government may make an award without holding discussions and based upon initial proposals; however, the Government reserves the right to hold discussions, if the Government determines it is appropriate to do so.

E.3.5 General Instructions for Submission of Technical Proposals

E.3.5.1 General Instructions

- a) **Proposals will be submitted in phases.**
- b) **Phase I:** Volume 1 (Contract Data) and Volume 2 (Phase I Technical Proposal) shall be submitted electronically via email to Dominic.Lackey@gsa.gov and Sarah.Duncan@gsa.gov no later than **November 1st, 2019 at 5:00 PM Eastern Time**. Both volumes must be received by the date and time specified above or the proposal as a whole may be considered late and may not be accepted.
- c) **Phase II:** Volume 3 (Phase II Technical Proposal) shall be submitted via email to Dominic.Lackey@gsa.gov and Sarah.Duncan@gsa.gov within fourteen days after notice from the CO that the offer has moved to Phase II of the evaluation. After review and evaluation of the Phase II Technical Proposal, the CO will contact qualifying offerors to coordinate a time and date for the LTD session.
- d) All Phase I and II proposal documents shall be submitted electronically. All documents shall be in Microsoft Office 2007 or Adobe Acrobat 9.4 or later, in a searchable format. Electronic proposal documents shall be consolidated by volume. If documents cannot be grouped within one .zip file and/or one email, offerors may use multiple emails. Each email shall be labeled "Email X of X" (e.g., "Email 1 of 3").
- e) The size limitation is 25MB (megabytes) per email (including message plus attachments). GSA's email service cannot accept inbound messages exceeding 25MB. Offerors should retain a copy of their email transmission(s) and proposal documents for their reference. All proposal documents for each volume shall be submitted on the same date; do not submit proposal documents individually as they are completed or on different/varying dates.
- f) GSA accepts no responsibility and shall not be held liable for incomplete and/or late proposal submissions due to technical difficulties in transmission of messages and/or documents exceeding the 25MB per email limit. It is recommended that offerors not wait until the last day/hour proposals are due to attempt their proposal submission.
- g) Questions concerning the contents of this RFP will be accepted through the CPI RFP Question Submission Form found at <https://forms.gle/aMZ3qK7GcCVKWJrL8> no later than **October 15, 2019 at 10:00 AM Eastern Time**. Questions received and GSA's responses to those questions will be posted to www.fbo.gov. Identities of prospective offerors asking questions will not be disclosed and any proprietary information contained within questions will be redacted. Questions shall cite the applicable section and page number of the RFP. Statements expressing opinions, sentiments, or conjectures are not considered valid inquiries or communications and will not receive a response from GSA. Furthermore, offerors are reminded that GSA will not address

hypothetical or scenario-based questions or questions aimed toward receiving potential “evaluation decisions” from GSA.

- h) All volumes are to be prepared as separate files. Information provided shall be concise, complete, and demonstrate a thorough understanding of the requirements as described in the Statement of Objectives (SOO) included at **Attachment 3** of this solicitation. It is imperative that offerors thoroughly read and understand the SOO when preparing and submitting proposals. Proposals that merely restate the Government’s requirements or offer to conduct a program in accordance with the Government’s requirements without going into further detail will not be considered acceptable and will not receive further consideration. Similarly, over-generalizations and phrases such as “standard procedures will be employed” or “well-known techniques will be used” are also not desired.
- i) Offerors are cautioned that the use of any format other than the one described in this section could result in rejection of the offeror’s proposal or the evaluation board’s inability to give maximum ratings.
- j) When evaluating proposals, the Government may consider how well the offeror complied with proposal submission instructions. Offers should contain the contractor’s best terms from a technical standpoint.
- k) Offers shall not include the offeror’s own terms and conditions. The solicitation terms and conditions will control. Any questions related to the solicitation terms and conditions should be submitted in accordance with the procedures discussed above.
- l) The Government will not be liable for any costs associated with the development, preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP. The proposal and all materials submitted by the offeror in response to this RFP shall become the property of the Government.

E.3.5.2 INSTRUCTIONS FOR PHASE I

E.3.5.2.1 Volume 1 – Contract Data

NOTE: Volume 1 must be submitted at the time/date set forth under paragraph E.3.5.1. Offerors shall submit an electronic copy of Volume 1 in the format indicated under E.3.5.1. Offerors shall submit only one Volume 1 – Contract Data.

Page Limitation: There is no page limitation for Volume 1.

Content: Volume 1 shall include all information listed below, identified by appropriate Tab.

Volume 1 – Contract Data

Tab 1	Cover Page to Proposal and Proposal Checklist
Tab 2	Table of Contents for Volume 1
Tab 3	Standard Form (SF) 1449, Completed and Signed (not including blocks 19-24), Amendments to SF 1449
Tab 4	Points of Contact
Tab 5	Representations and Certifications or confirmation of understanding that registration must be completed prior to contract award
Tab 6	Copy of SAM.gov registration or confirmation of understanding that registration must be completed prior to contract award
Tab 7	Complete and executed copy of any Joint Venture (JV) Agreement (as applicable)
Tab 8	Organizational Conflict of Interest (OCI) Disclosure

- There are no specific notes for Tabs 1 – 3.
- Tab 4: Include points of contact to include phone number(s) and email address(es). Note: If the CO contacts the provided points of contact to set up Live Test Demonstrations and does not receive a response within two weeks, the entire proposal may be rejected based on non-responsiveness.
- Tab 5: The offeror shall complete only paragraph (b) of the Representations and Certifications if the offeror has completed the annual representations and certifications electronically in the System for Award Management (SAM). If the offeror has not completed the annual representations electronically, the offeror shall complete paragraphs (c), (d), (e), (f), (g), (h) part 4 only, (i), (m), (o), (q), (s), (t), and (u) of FAR provision FAR 52.212-3, Offeror Representations and Certifications -- Commercial Items. SAM registration is required prior to award as noted for Tab 6 below.
- Tab 6: SAM.gov registration--SAM.gov registration is required to be current/active as of the date/time of contract award. Registration and completion of required representations and certifications should be accomplished at <https://www.sam.gov>.
- Tab 7: Joint Venture Agreement--Joint Ventures must be registered as a single entity within SAM.gov and be current/active as of the date/time when Volume I of the proposal is submitted.

- Tab 8: Organizational Conflict of Interest (OCI) Disclosure--The CO has determined that this procurement carries the potential for conflicts of interest, as described in FAR 9.505. Offerors, and any joint venture/subcontractor/team member/consultant, must disclose any known or potential OCI which presently exists or may exist at the time of award. If OCI(s) exist, offerors must provide a copy of their firm's policy and procedures for tracking, reporting, mitigating, neutralizing, and evaluating OCIs. The Government will evaluate known and/or potential OCIs in accordance with the principles established under FAR Subpart 9.5 - Organizational and Consultant Conflicts of Interest. Failure to disclose a known or potential OCI may be cause for rejection of the proposal. If the information provided or otherwise obtained by the Government reveals the presence of an OCI which prevents the offeror from being able to perform this contract, the offeror may be eliminated from further consideration for contract award.

E.3.5.2.2 Volume 2 – Phase I Technical Proposal

Note: Volume 2 shall be submitted at the time/date set forth under paragraph E.3.5.1. Offerors shall submit an electronic copy of Volume 2 in the format indicated under E.3.5.1. Offerors shall submit only one Volume 2 submission.

Page Limitation: Volume 2 is limited to 8 numbered pages in total. The breakdown of pages shall be as follows: no more than 5 pages for Factor 1 (Business to Business E-Marketplace) and no more than 3 pages for Factor 2 (Prior Experience). The Government will only evaluate the first 5 numbered pages for Factor 1 and only the first 3 numbered pages for Factor 2. Any pages exceeding these limitations will not be evaluated.

Content: Volume 2 shall include only the technical information described below. Volume 2 must fully address each of the technical factors listed below. Failure to address any factor within a proposal may result in a determination by the CO that the proposal is non-responsive and the proposal may be removed from further consideration. The factors directly correlate to the evaluation criteria outlined in the solicitation.

Volume 2 – Phase I Technical Proposal		
Tab 1	Table of Contents	
Tab 2	Factor 1	E-Marketplace with Business-to-Business (B2B) capabilities
Tab 3	Factor 2	Prior Experience

Factor 1 - E-Marketplace with Business-to-Business capabilities

In response to this factor, offerors shall provide a clear, concise, and complete written narrative that describes how the proposed e-marketplace platform meets all of the B2B e-marketplace requirements listed in **Attachment 4** to the solicitation. The written narrative must demonstrate

that the proposed e-marketplace platform meets each of the listed requirements and shall include a list of Product Service Codes that document the e-marketplace platform provider's capability to span more than one Government-wide category.

Factor 2 – Prior Experience

In response to this factor, the offeror shall provide a written narrative describing its prior experience in managing and operating a B2B e-marketplace platform and serving B2B customers.

E.3.5.3 INSTRUCTIONS FOR PHASE II

E.3.5.3.1 Volume 3 - Phase II Technical Proposal

NOTE: Volume 3 - Phase II Technical Proposal will only be requested from those offerors that receive notification from the GSA Contracting Officer that their proposal has moved to Phase II of the evaluation. Offerors will have 14 days following the notification to submit Volume 3, following notification from the GSA Contracting Officer.

Page Limitation: Volume 3 consists of a Live Test Demonstration (LTD) outline and Performance Work Statement (PWS). The page limitations for Volume 3 are no more than 3 pages for the LTD outline and no more than 10 pages for the PWS. A further page limitation breakdown for the PWS is included in the content section below. Any pages exceeding the page limitations will not be reviewed. A table of contents should be included as Tab 1, but will not be counted in the page limitation.

Content: Volume 3 shall include only the technical information described below. Volume 3 must include a table of contents and must fully address the technical factors listed below. Failure to address any factor within a proposal may result in a determination by the CO that the proposal is non-responsive and the proposal may be removed from further consideration. The factors directly correlate to the evaluation criteria outlined in the solicitation.

Volume 3 – Phase II Technical Proposal		
Tab 1	Table of Contents	
Tab 2	LTD Outline	
Tab 3	Factor 3	Performance Work Statement

Table of Contents and LTD Outline

The Phase II Technical Proposal shall include a table of contents for Volume 3 (Tab 1) and an outline for the LTD (Tab 2). There is no page limitation for the table of contents. The LTD outline shall be no more than 3 pages and shall summarize the contents of the LTD.

Factor 3 - Performance Work Statement

In response to this factor, offerors shall provide a complete Performance Work Statement (PWS) that meets the Government's requirements. The PWS will be incorporated into the contract. The PWS shall demonstrate the offeror's understanding of, and ability to meet the Government's requirements as stated in the Statement of Objectives, at **Attachment 3** to the solicitation.

The PWS shall specifically address and describe the offeror's plan and approach for meeting the Government's requirements in the following focus areas, as outlined in the noted sections of the Statement of Objectives, within the page limitations specified below:

Focus Area	Section in SOO (Attachment 3)	Page Limit
Supply chain risk management	4.B.(ii) Supply Chain Risk Management and 3rd Party Supplier Management	Up to 3 pages
Mandatory sources (e.g. AbilityOne and Federal Prison Industries) and small business	4.B.(iii) Small Business Identification 4.B.(iv) AbilityOne and 'Essentially the Same' Items 4.B.(v) Federal Prison Industries	Up to 1 page
Cybersecurity	4.B.(vii) Cybersecurity Capabilities	Up to 2 pages
Data Capabilities	4.C.(i) Spend Data and Analytics 4.C.(ii) Data Extracts 4.C.(iii) Data Analytics 4.C.(v) Data Security and Protections - Restrictions on Contractor's Use of Data	Up to 3 pages
Fee Remittance	4.D.(iv) Fee Remittance	Up to 1 page

In the PWS, the offeror shall also describe the quality assurance processes it has in place related to IT and cybersecurity concerns and supply chain risk management, to include the prohibitions outlined in Section 889 of the John S. McCain National Defense Authorization Act (NDAA) of Fiscal Year 2019.

E.3.5.3.2 Live Test Demonstration

NOTE: A Live Test Demonstration (LTD) will only be requested from those offerors that receive notification from the GSA Contracting Officer that their proposal has moved to Phase II of the evaluation. The GSA Contracting Officer will coordinate a date and time for the LTD after review and evaluation of the Phase II Technical Proposal. LTDs will take place at GSA Headquarters at 1800 F Street NW, Washington, DC and will be recorded.

Time Limitation: The LTD is limited to two (2) hours in length.

Factor 4 – Live Test Demonstration (LTD)

The LTD shall demonstrate the offeror's e-marketplace capabilities and establish that the B2B e-marketplace meets the Government's objectives in the Statement of Objectives, **Attachment 3**. The LTD will be videotaped/recorded. Recordings will be treated as proprietary contractor proposal information and copies will not be provided to the offeror or any unauthorized party.

The LTD shall demonstrate that the offeror's e-marketplace features the operational processes, technical expertise, and electronic capability necessary to meet the Government's objectives. Offerors shall demonstrate their understanding of and ability to successfully accomplish all of the Government's objectives and requirements as stated in **Attachment 3** to the solicitation.

The scope and content of the LTD shall be limited to the functionality of the proposed solution and its meeting of the Government's stated objectives and requirements. The LTD is not intended to be a two-way conversation or open dialogue between the Government and the offeror. The Government will ask questions pertaining to the proposed e-marketplace platform. The offeror's personnel conducting the LTD shall be qualified to answer the Government's questions related to the proposed e-marketplace platform.

NOTE: SEE ATTACHMENT 5 – LIVE TEST DEMONSTRATION (LTD) GUIDANCE FOR POTENTIAL QUESTIONS ASKED BY THE GOVERNMENT DURING LTD SESSIONS. Additional questions may be asked based on the specifics of the proposed solution.

E.3.6 Evaluation Factors for Award

The Government will award no-cost contracts to the responsible offeror(s) whose proposal(s) conform(s) to the solicitation and is determined to provide the greatest overall benefit in response to the requirement.

Four factors will be evaluated under this solicitation:

Factor 1 - E-Marketplace with Business-to-Business capabilities (Pass/Fail)

Factor 2 - Prior Experience

Factor 3 - PWS

Factor 4 - Live Test Demonstration

All four factors are of equal importance. In Phase I, offerors will only be evaluated on the first two factors. A rating of “Fail” on Factor 1 or “Low Confidence” on Factor 2 will result in the proposal being eliminated from further evaluation.

Factors 3 and 4 will be evaluated in Phase II. Only offerors who receive an “Acceptable” rating on Factor 3 will participate in an LTD session.

E.3.6.1 Phase 1 Evaluation Ratings

Note: Volume 1 (Contract Data) will not be evaluated as a specific factor and will not receive a rating. However, it will be reviewed to determine the offeror’s responsiveness to the solicitation requirements, and for completeness and accuracy. Offerors will be required to have an active SAM account at the time of contract award. Offerors without an active SAM account at the time of proposal submission will still be evaluated. An incomplete Volume 1 may be grounds for the Government to reject the proposal. Information included in, or excluded from, Volume I may be used by the CO to make a determination of contractor responsibility prior to contract award, in accordance with FAR 9.103 and 9.104.

Evaluation Ratings for Factor 1 (E-Marketplace with Business-to-Business capabilities)

Factor 1 will be evaluated on a Pass/Fail basis. “Pass” indicates that the offeror’s proposed e-marketplace platform meets all of the requirements outlined in **Attachment 4** to the solicitation. The written narrative shall demonstrate that the offeror’s e-marketplace platform meets each of the requirements listed in Attachment 4.

“Fail” indicates that the written narrative does not demonstrate that the offeror’s proposed e-marketplace platform meets each of the requirements of an e-Marketplace outlined in **Attachment 4** to the solicitation.

Evaluation Ratings for Factor 2 (Prior Experience)

The Government will evaluate the offerors’ prior experience narrative and assign one of the confidence ratings below.

Rating	Definition
High Confidence	The Government has high confidence in the offeror’s ability to understand and meet the requirements.

Some Confidence	The Government has some confidence in the offeror's ability to understand and meet the requirements.
Low Confidence	The Government has low confidence in the offeror's ability to understand and/or meet the requirements.

E.3.6.2 Phase II Evaluation Ratings

Note: Only proposals that are rated "Pass" on Factor 1 and either "High Confidence" or "Some Confidence" on Factor 2 will advance to the Phase II evaluation. During Phase II, a rating of "Unacceptable" for Factor 3 will lead to the proposal being removed from further evaluation and the offeror will not participate in the LTD.

The LTD outline as part of Volume 3 will not be evaluated as a specific factor and will not receive a rating.

Evaluation Ratings for Factor 3 (PWS)

The PWS will be evaluated to determine whether it demonstrates an overall understanding of the Government's objectives and requirements in **Attachment 3** and specifically addresses and describes the offeror's plan/approach for each of the focus areas listed in Section E.3.5.3.1 of the solicitation.

The adjectival ratings below will be used to evaluate Factor 3. Offerors will be assigned the rating that most closely reflects the assessment of the factor in its proposal.

Rating	Definition
Acceptable	The PWS specifically addresses and describes the offeror's plan and approach for each of the focus areas listed in Section E.3.5.3.1 of the solicitation. The PWS demonstrates an overall understanding of the Government's objectives and risks are low. Weaknesses may exist but not within the focus areas. The PWS may include strengths and does not include major weaknesses.

Unacceptable	The PWS does not specifically address and describe the offeror's plan and approach for each of the focus areas listed in Section E.3.5.3.1 of the solicitation, or demonstrates weaknesses related to the focus areas. Major weaknesses and/or deficiencies may be noted. The PWS does not demonstrate an overall understanding of the Government's objectives, or indicates high risk.
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Evaluation Ratings for Factor 4 (LTD)

The LTD will be evaluated to determine whether the offeror has the capability to provide a B2B e-marketplace platform that meets the Government's requirements. Each of the focus areas listed in Section E.3.5.3.1 must be fully addressed and demonstrated during the LTD. Additionally, the objectives included in **Attachment 3** must be addressed and demonstrated.

The adjectival ratings below will be used to evaluate Factor 4. Offerors will be assigned the rating that most closely reflects the assessment of the factor in each proposal. The standards that will be used in evaluating proposals for Factor 4 are as follows:

Rating	Definition
Acceptable	The LTD demonstrates the offeror's capability to provide a B2B e-marketplace platform. The LTD fully addresses and demonstrates capabilities related to each of the focus areas listed in Section E.3.5.3.1. Weaknesses may exist but not within the focus areas. Major weaknesses are not noted. Overall, the positive merits of the proposal offset any noted weakness(es). Risk of failure to perform is low.
Unacceptable	The LTD fails to address and demonstrate one or more of the focus areas listed in Section E.3.5.3.1. The proposal may contain numerous weaknesses, a major weakness, and/or deficiencies that are not offset by the positive merits of the proposal. The proposal does not adequately address or mitigate risk, or may actually introduce risk. Risk of failure to perform may be high.

Definitions for Evaluation Factors 3 and 4

The following definitions may be used in the evaluation of proposals:

- **Deficiency:** A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance which makes an award unlikely.

- **Strength:** An aspect of a proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.
- **Major Weakness:** An aspect of a proposal that does not meet specified performance or capability requirements such that it will be disadvantageous to the Government and may severely impact performance.
- **Weakness:** An aspect of a proposal that does not meet specified performance or capability requirements such that it will be disadvantageous to the Government. The weakness may be addressable and overall performance will likely not be impacted.
- **High Risk:** Likely to cause significant disruption or degradation of performance.
- **Low Risk:** Has little potential to cause disruption or degradation of performance.

E.3.7 Evaluation Summary

GSA will evaluate proposals and award a no cost contract to all responsible offerors whose proposal meets the requirements outlined in this solicitation and is determined to provide the greatest overall benefit to the Government in response to the requirement.

E.3.8 Federal Acquisition Security Council Approval

The Contracting Officer reserves the right to submit proposal(s) to the Federal Acquisition Security Council (Council) for review and approval prior to an award. Any submission will be done in accordance with the Council's policies. The Contracting Officer will not make an award to any Offeror whose proposal is disapproved by the Council, regardless of the offeror's rating in the evaluation.

If a proposal is sent to the Council for review, the Government reserves the right to continue evaluations and award of other proposals while the Council's review is pending.